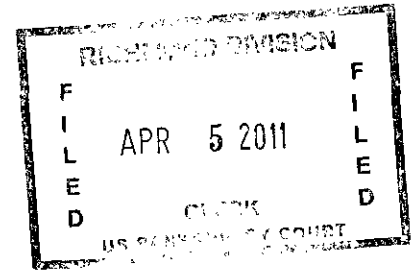


Innovative Marketing Solutions, LLC
5244 Chappell Ridge Place
Glen Allen, VA 23059



Innovative Marketing Solutions LLC is in receipt of the Objection to the Administrative Claim (13831) filed by Innovative Marketing Solutions, LLC. Pursuant to guidelines facilitating a speedy and non-judicial resolution of our claim, Innovative Marketing Solutions, LLC is providing the material and response requested in your letter dated February 25, 2011:

Section	
A	United States Bankruptcy Court for the Eastern District of Virginia Richmond Division Debtor: Circuit City Stores Case No. 08-35653-KRH
B	Innovative Marketing Solutions, LLC The amount of the claim (\$35,000) was determined after several conversations with James Marcum (C.E.O. of Circuit City). According to Mr. Marcum, he used this information to favorably help the Circuit City Estate close a several million dollar gap between Assurant and Circuit City in their warranty negotiations.
C	The work performed by Innovative Marketing Solutions, LLC: <ul style="list-style-type: none">➤ Took place post Bankruptcy Filing➤ Provided a several million dollar monetary benefit to the Circuit City Estate➤ Is Fair and Reasonable➤ Were done at the direct request of James Marcum (Acting Circuit City CEO at the time of Liquidation)
D	The value of the asset uncovered by and made sellable by Innovative Marketing Solutions, LLC was illustrated clearly when the Intellectual Property Auction was delayed due to the inclusion of this asset. Assurant objected to the inclusion of these records and ultimately agreed to close the gap in negotiations with Circuit City's estate because of the work Innovative Marketing Solutions, LLC completed. Attached are: <ul style="list-style-type: none">➤ Copies of the Bid Innovative Marketing Solutions, LLC Made➤ Addendums requested by James Marcum➤ The Agreement between Innovative Marketing Solutions, LLC and Service Net to service these records. Failure to compensate Innovataive Marketing Solutions, LLC for identifying this asset, which resulted in the Circuit City Estate receiving a seven figure income which would not have been realized without the work provided by Innovative Marketing Solutions, LLC, would result in the estate being unjustly enriched.

NO COPY PROVIDED FOR RETURN

Capital One Confidential

NO RETURN ENVELOPE PROVIDED

E	James Marcum has indicated he will support the claims in this response. He can be reached at JMarcum@parking.com
F	Innovative Marketing Solutions, LLC 5244 Chappell Ridge Place Glen Allen, VA 23059 (804) 921-2337 Scott Lewis (804) 280-7510 Scott Mainwaring

In addition to the foregoing which substantiates Innovative Marketing Solutions, LLC claim, Innovative Marketing Solutions, LLC wishes to facilitate a speedy and non-judicial resolution of this matter. According, Innovative Marketing Solutions is willing to entertain a reasonable settlement offer.

Sincerely,


Scott Lewis

Scott Lewis & Scott Mainwaring
5244 Chappell Ridge Place
Glen Allen, VA 23059
February 18, 2009

James Marcum
President, C.E.O.
Circuit City Stores Incorporated
9950 Mayland Drive
Richmond, VA 23233

Dear Mr. Marcum:

As two long term Circuit City associates we share your disappointment in Circuit City's recent liquidation. In addition to having a negative impact on all of Circuit City's associates, as you know many loyal Circuit City customers are also being impacted. One of the less visible impacts to Circuit City's customers is there now inability to extend their product protection plans (something over 300,000 customers have relied upon each year).

It is our understanding that 17 separate data bases exist, our offer is for the After-Market Warranty Database only.

This correspondence outlines our proposal to provide customers a way to extend their coverage upon their current warranty expiration and to provide instant revenue to the Circuit City Estate.

OBJECTIVE

Purchase the list of customer names / products, to inform them by mail prior to the expiration of their Circuit City Advantage Protection Plan Warranty or their Manufactures Warranty and provide them the opportunity to purchase an extended warranty.

PURCHASE PRICE

\$70,000.00

USE OF CUSTOMER INFORMATION

Customers will be contacted by mail and given the opportunity to protect their purchases with an Extended Warranty.

1. Customers whose product is eligible for extended coverage will be notified by mail prior to the expiration of their current coverage. The notification will include the following:
 - a. Ability to opt out of any future contacts
 - b. Details on product (model, purchase date) eligible for extended coverage
 - c. Extended Warranty Benefits and Pricing
 - d. Ability to respond via mail or by phone

James Marcum
February 13, 2009
Page 2 of 4

INFORMATION REQUESTED

In order to contact customers to inform them of their eligibility to purchase an Extended Warranty we need the following information:

1. Customer Name, Address
2. Product(s) purchased, product type and product class
3. Product Purchase Date and Purchase Price
4. If Extended Warranty was purchased, date it was last purchased and Warranty Expiration Date
5. Notification if customer is on Circuit City's internal "Do Not Contact" list

ADDITIONAL REQUESTS

1. Exclusivity for the offer of Extended Warranties for the list provided (we do not want exclusivity for any other reason and are not opposed to another entity contacting these same customers for any reason other than an Extended Warranty).
2. Ability to reference Circuit City (including use of the company logo) as the place the items were purchased.

ADDITIONAL BENEFITS TO CIRCUIT CITY & CIRCUIT CITY CUSTOMERS

After-Market Warranty solicitations were mailed to customers by Circuit City as late as January 10th (mailed 3rd class) and arrived in customer homes as late as early February. Circuit City will only key orders through March 31, 2009 and these solicitations include final offer dates as late as July 2009.

1. If purchase is approved, we will reply to all customers who respond to a Circuit City generated solicitation by providing them the opportunity to purchase an Extended Warranty through us and will return to the customer their method of payment (check, money order, cash or credit card information).

Summary

Over 300,000 customers purchased / renewed Aftermarket Warranties from Circuit City last year to protect their consumer electronics. As macro economic conditions impact consumer spending, many customers are opting to protect their current purchases instead of purchasing new products. Approval of this sale will allow these customers the option of continuing to protect their purchases.

Our offer provides the following:

James Marcum
February 13, 2009
Page 3 of 4

1. Up to \$70,000.00 to the Circuit City Estate
2. Provides customers the opportunity to purchase an Extended Warranty on their Consumer Electronic purchases from Circuit City
3. Creates a new company that will initially employ at least 3 impacted Circuit City Associates

Sincerely,

Scott Lewis & Scott Mainwaring

Enclosure

James Marcum
February 13, 2009
Page 4 of 4

POTENTIAL CONCESSIONS

We recognize that several entities are bidding for Circuit City customer information and Mr. Marcum, you and the courts must decide which offer(s) to accept that best take into consideration what is in the best interest of both the Circuit City Estate and in the best interest of Circuit City customers. While we believe that our offer will have no / minimal impact on the value of the complete customer data base and will be beneficial to both the Circuit City Estate and to Circuit City customers we are willing to make concessions if it makes it easier to consummate other potential deals. The table below lists a few of the potential concessions and the impact they would make to our offer of \$70,000.00

Concession	Notes	Impact to bid*
If another entity purchases the entire data base of Customer information, we will include an insert from the purchasing entity in our Warranty Reminders / Renewals	While we do not feel that marketing Extended Service Coverage will impact any other marketing activities by the other winning bidders- this will allow the other entity to be part of any marketing to the Circuit City Warranty customers. The reduction in bid is to cover the expense of inserting additional marketing material.	(\$5,000.00)
Won't mention Circuit City as place of purchase	Not mentioning Circuit City as the place of purchase will have an impact on response rate and mail "open rate."	(\$30,000.00)
Gain customer list, but not exclusivity to offer extended warranties	While we will market extended warranties, other entities can do so as well	(\$50,000.00)
Purchase only Renewal records (No expiring Manufacturers warranty records	Customer record count will be reduced	(\$20,000.00)

*Negotiable

Innovative Marketing Solutions
Scott Lewis & Scott Mainwaring
5244 Chappell Ridge Place
Glen Allen, VA 23059
February 24, 2009

James Marcum
President, C.E.O.
Circuit City Stores Incorporated
9950 Mayland Drive
Richmond, VA 23233

Addendum #1 (to offer dated February 19, 2009):

Due to Circuit City's recent business decision to stop keying any new Aftermarket Warranty orders after February 27, 2009 – Innovative Marketing Solutions will reply to all customers who respond to a Circuit City generated solicitation after February 27, 2009 by providing them the opportunity to purchase an Extended Warranty through us and will return to the customer their method of payment (check, money order, cash or credit card information).

Addendum #2 (to offer dated February 19, 2009):

Upon successful purchase agreement Innovative Marketing Solutions will wire funds to Circuit City's bank account within 2 business days.

Sincerely,

Scott Lewis and Scott Mainwaring
Innovative Marketing Solutions

Innovative Marketing Solutions
Scott Lewis & Scott Mainwaring
5244 Chappell Ridge Place
Glen Allen, VA 23059
March 25, 2009

James Marcum
President, Acting C.E.O.

Danny Ramsey
Corporate Attorney

Circuit City Stores Incorporated
9950 Mayland Drive
Richmond, VA 23233

Addendum #3 (to offer dated February 19, 2009):

Pursuant to the original bid of \$70,000 on February 19, 2009 Innovative Marketing Solutions is requiring a breakup fee in the amount of \$35,000 should Circuit City select a competing bid. The \$35,000 fee is reasonable as Innovative Marketing Solutions:

- > Identified a previously unknown asset
- > Identified how the asset could be marketed and underwritten
- > Established the value of the records
- > As the asset (records) continue to age, their value has decreased from time of initial offer

Sincerely,

Scott Lewis and Scott Mainwaring
Innovative Marketing Solutions

February 26, 2009

Innovative Marketing Solutions, LLC
Attn: Scott Lewis and Scott Mainwaring
5244 Chappell Ridge Place
Glen Allen, VA 23059

Dear Scott and Scott:

By this letter, Service Net Retail Solutions, LLC, a Delaware limited liability company or its designated affiliate or assignee ("SNRS"), proposes an agreement in principle with Innovative Marketing Solutions, LLC ("IMS"), as the owners or licensee of the names, addresses and relevant other customer/service contract information from Circuit City (the "Circuit City Leads"). SNRS would upon execution of a definitive agreement provide all solicitation, underwriting and service contract administration service necessary to solicit and administer aftermarket service contracts from the customers included in the Circuit City Leads.

[Description of who SNRS is]

We intend to start the process of soliciting the Circuit City Leads immediately upon execution of the definitive agreement which is expected immediately after IMS receive rights to the Circuit City Leads.

The Solicitation Process

Subject to the execution and delivery of a definitive acquisition agreement (the "Definitive Agreement"), SNRS would solicit the Circuit City Leads as set forth below:

USE OF CUSTOMER INFORMATION - Customers included in the Circuit City Leads ("Customers") would be contacted by mail and given the opportunity to protect their previous Circuit City purchases with a service contract.

1. Customers whose product are eligible for extended coverage will be notified by mail prior to the expiration of their current coverage. The notification will include the following:
 - a. Ability to opt out of any future contacts
 - b. Details on product (model, purchase date) eligible for extended coverage
 - c. Extended Warranty Benefits and Pricing
 - d. Ability to respond via mail or by phone

INFORMATION REQUESTED

In order to contact customers to inform them of their eligibility to purchase an Extended Warranty we need the following information:

1. Customer Name, Address
2. Product(s) purchased, product type and product class
3. Product Purchase Date and Purchase Price
4. If Extended Warranty was purchased, date it was last purchased and Warranty Expiration Date
5. Notification if customer is on Circuit City's internal "Do Not Contact" list

The Definitive Agreement

The Definitive Agreement shall contain all customary and appropriate representations, warranties, covenants, conditions and indemnities for transactions of this nature. Without otherwise limiting its terms and conditions, the Definitive Agreement will specifically:

1. Provide for the Closing to occur as soon as reasonably possible, but no later than March 14, 2009, unless extended by mutual consent.
2. Provide that the IMS make the representations, warranties, and covenants in the Definitive Agreement and that it has the applicable rights to the Circuit City Leads.
3. Provide that the IMS and/or its affiliates indemnify SNRS in the event of the breach of any representation, warranty, or covenant set forth in the Definitive Agreement.
4. Provide SNRS with appropriate rights of set off against any obligations to the Shareholders.
5. Provide that SNRS would be the exclusive provider of the solicitation related to the Circuit City Leads.

Cooperation and Access

The transactions outlined above are ones we wish to pursue vigorously. Therefore, from the date of this letter, IMS and SNRS agree to reasonably cooperate to expeditiously work toward execution of the Definitive Agreement.

This letter is merely a statement of intent. While the parties hereto agree in principle to the contents of this letter and propose promptly and in good faith to work out final arrangements with respect to the transaction described above:

- (a) any legal obligations between the parties shall be only as set forth in duly negotiated and executed definitive documents, which will be satisfactory to the parties in form and in content; and
- (b) this letter is not, and the acceptance by IMS does not constitute, any prior agreement to consummate the contemplated transaction or enter into the contemplated definitive documents.

If this letter accurately sets forth the general terms and conditions under which SNRS would solicit the Circuit City Leads, please sign and return the enclosed copy of this letter on or before 5:00 p.m., February 27, 2009; otherwise, this letter shall expire at such time. I look forward to your reply.

Sincerely,

Chris N. Smith, President
Service Net Retail Solutions, LLC

The undersigned, as duly authorized representatives of IMS, have read the foregoing letter and confirm an agreement in principle.

Scott Lewis, [Title]
Innovative Marketing Solutions, LLC

Scott Mainwaring, [Title]
Innovative Marketing Solutions, LLC